



MASSACHUSETTS

# Workforce Investment Act

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**WIA Communication No. 02-18**

☒ **Policy**

☐ **Information**

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**To:** Chief Elected Officials  
Workforce Investment Board Chairs  
Workforce Investment Board Directors  
Title I Administrators  
Career Center Directors  
Title I Fiscal Officers  
DET Regional Directors  
DET Area Directors

**cc:** WIA State Partners

**From:** Jack King, Director  
Massachusetts Division of Employment and Training

**Date:** April 5, 2002

**Subject:** Instructions and Guidance for the Completion of FY2003 Memoranda of Understanding for DET Programs

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**Purpose:** To distribute instructions for the development of instructions and guidance for the completion of FY 2003 Memoranda of Understanding for the Wagner-Peyser, Unemployment Insurance, Veterans Services programs, and for the FY2003 One-Stop Career Center State Appropriation.

**Policy:** LWIBs and CEOs must submit Memoranda of Understanding for Fiscal Year 2003 on May 10, 2002, as part of a Five Year Local Plan Modification, that requires Memoranda of Understanding for DET-administered revenue sources.

**References:** Workforce Investment Act of 1998, Public Law 105-220  
Workforce Investment Act Final Rule (20 CFR 652 et al)  
Wagner-Peyser Act, as Amended  
Title 42 United States Code, Chapter 7 (Social Security), Subchapter III, Sections 501, 502, and 503  
Title 38 United States Code, Chapters 41 and 42  
Code of Federal Regulations 20CFR 1001.100 et seq.

**Inquiries:** Questions should be directed to William Murphy at (617) 626-5386.

**Filing:** Please file this in your notebook of previously issued WIA Communications as #02-18.

FY2003  
**INSTRUCTIONS AND GUIDANCE  
FOR THE COMPLETION OF MEMORANDA OF  
UNDERSTANDING  
FOR DET PROGRAMS**

The Workforce Investment Act of 1998 (WIA) has been fully implemented in Massachusetts as of July 1, 2000. The Act requires the coordination and integration of a number of formally discrete workforce development activities within a common delivery system of One Stop Career Centers (OSCCs). Each of the sixteen regions in Massachusetts must have at least one comprehensive physical site that provides access to all the required programs identified in the Act. In the case of the Division of Employment and Training these required activities include services available through:

**Wagner-Peyser  
Veterans Services  
Unemployment Insurance**

The Career Center system also offers non-required services through additional DET administered funding:

**State Appropriation  
EAS**

Services are coordinated by the Local Workforce Investment Boards (LWIBs) through a series of Memoranda of Understanding (MOUs) developed with each of the required partners. The MOUs delineate the services to be provided, the resources that support the services and operation of the OSCC, the methods used to insure referral of customers throughout the system, and any regulatory or programmatic restrictions or requirements which must be considered in conjunction with the use of the various funding streams.

An Annual Employment Services Plan has been developed as a requirement of the Wagner-Peyser Act. To avoid duplication of effort Massachusetts will, for FY2003, again utilize the local MOU process between DET and each LWIB as the method to identify changes or adjustments to customer services, and to ensure their provision in accordance with funding source requirements (as well as requirements related to both WIA specified MOU content and DOL regulations).

The FY2003 Memorandum of Agreement developed between DET and each Local Workforce Investment Board will consist of five parts:

- I. **PREAMBLE:** provides the statutory authority for the development of the MOU.

**II. SCOPE OF SERVICE:** consists of five specific Sections, each relevant to one of the distinct DET funding streams (as identified above). Generally, each Section will include a:

- ❖ **BACKGROUND** that delineates the specific statutory and/or regulatory basis for the specified funds.
- ❖ **NARRATIVE** that describes service changes/adjustments from FY2001,
- ❖ **ASSURANCES** that articulate the requirements of the funding, and
- ❖ **RESOURCE SHARING SUMMARY** that provides a broad overview of the level of staff and financial resources associated with delivery and support of specific program services in the local area.

- III. DURATION OF AGREEMENT:** describes the effective date and term of the MOU and the conditions under which it may be renewed, amended or modified.
- IV. BUDGET:** details the use of specific funds for career center related activities and services.
- V. PRINCIPAL SIGNATORIES:** indicates the understanding and intent, on the part of all the local partners to the MOU, that DET funded services/activities will be provided in accordance with the terms of the MOU and in a manner consistent with programmatic requirements and regulation.

Development of the MOU is the responsibility of the local negotiator for DET and the LWIB. Every effort has been made to allow for local decision-making and negotiation wherever possible. Local negotiators for DET services must be aware of their responsibility to ensure that resources of all partners are used effectively and strategically to provide optimal services to individual and business customers, meet regulatory requirements and achieve performance goals in a mutually beneficial environment.

These instructions are intended to assist local negotiators to develop each DET MOU with the LWIB and other OSCC partners for FY2003.

<p style="text-align: center;"><b>Planning Schedule For FY 2003 DET Memoranda of Understanding</b></p>
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**By March 15<sup>th</sup>**

**DET MOU Instructions issued**

**May 10<sup>th</sup>**

**DET MOU, signed by the Local Workforce Investment Board, the Chief Elected Official, the DET Area Director and the DET Regional Director submitted to DET. A completed DET MOU should be emailed to Judy Bower at: [jbower@detma.org](mailto:jbower@detma.org). One hard copy with original signatures should also be submitted to Judy at:**

**The Division of Employment and Training  
Employment Service Policy and Systems  
19 Staniford Street, 1<sup>st</sup> Floor  
Charles F. Hurley Building  
Boston, MA 02114**

**June 14<sup>th</sup>**

**Review of Local DET MOU submissions**

**By June 28<sup>th</sup>**

**State Approvals of DET MOUs sent to CEOs and LWIBs**

# MEMORANDUM OF UNDERSTANDING

## FISCAL YEAR 2003

### I. PREAMBLE

In accordance with the Workforce Investment Act of 1998, Section 121(a)(1) and 121(b)(1)(xii), this Memorandum of Understanding is entered into by the

\_\_\_\_\_ Workforce Investment Board (LWIB) and the Massachusetts Division of Employment and Training (DET) as the Administrative agency designated as the State Employment Service Agency (SESA) responsible for labor exchange activities funded under the Wagner-Peyser Act, as amended. This agreement, as required by Section 121 (c) (2) of the Act, specifies the services to be provided through the one-stop delivery system; how the costs of these services and operating costs of the system will be funded; methods of referral of individuals between the one-stop operator and the partner for appropriate services and activities; and the duration of this agreement and procedures for amending this agreement.

§118 (2) of the Workforce Investment Act requires each local plan to include, among other elements, a description of the local one-stop delivery system. Additionally, each local plan is to include a Memorandum of Understanding (MOU) between the local workforce investment board and each one-stop partner regarding the operation of the local one-stop delivery system.

§121(c) of the Workforce Investment Act describes the contents of the Memorandum of Understanding that is required between each One-Stop partner and the local Workforce Investment Board. These are:

- (A) provisions describing - -
  - i) The services to be provided through the one-stop delivery system;
  - ii) How the costs of such services and the operating costs of the system will be funded;
  - iii) Methods for referral of individuals between the one-stop operator and the one-stop partners, for the appropriate services and activities; and
  - iv) The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
- (B) such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.

## **II. SCOPE OF SERVICE**

### **SECTION A**

#### **TITLE III WAGNER-PEYSER**

##### **❖ BACKGROUND**

§7.(a) of the Wagner-Peyser Act, as amended, allows Wagner-Peyser “90% funds” to be used for:

- 1) job search and placement services to job seekers including counseling, testing, occupational and labor market information, assessment, and referral to employers;
- 2) appropriate recruitment services and special technical services for employers, and
- 3) any of the following activities:
  - (A) evaluation of programs;
  - (B) developing linkages between services funded under this Act and related Federal or State legislation, including the provision of labor exchange services at education sites;
  - (C) providing services for workers who have received notice of permanent layoff or impending layoff, or workers in occupations which are experiencing limited demand due to technological change, impact of imports, or plant closures;
  - (D) developing and providing labor market and occupational information;
  - (E) developing a management information system and compiling and analyzing reports therefrom; and
  - (F) administering the work test for the State unemployment compensation system and providing job finding and placement services for unemployment insurance claimants.

§7.(b) allows Wagner-Peyser “10% funds” to be used to provide:

- 1) Performance incentives for public employment service offices and programs, consistent with performance standards established by the Secretary, taking into account direct or indirect placements (including those resulting from self-directed job search or group job search activities assisted by such offices or programs), wages on entered employment, retention, and other appropriate factors;
- 2) Services for groups with special needs, carried out pursuant to joint agreements between the employment service and the appropriate local workforce investment board and chief elected official or officials or other public agencies or private nonprofit organizations, and
- 3) The extra costs of exemplary models for delivering services of the types described in subsection (a).

The Final Regulations for the Workforce Investment Act (20CFR §652.207) require that the One-Stop delivery system afford universal access to services provided under the Wagner-Peyser Act, as Amended.

## ❖ NARRATIVE

In developing your local Wagner-Peyser MOU, based upon the requirements as described above, please provide (to the fullest extent possible) the following information:

1. Please list and briefly describe any *new* core and intensive services that will be available to job seeker customers for FY 2003 that will be based on your 90% Wagner-Peyser allocation. If new job seeker services are not being implemented, indicate such as your response.
2. Please list and briefly describe any *new* core and intensive services that will be available to business customers for FY 2003 that will be based on your 90% Wagner-Peyser allocation. If new business services are not being implemented, indicate such as your response.
3. Describe how 10% Wagner-Peyser funds will be utilized in your local area for FY 2003. As part of your response, indicate the planned level of 10% funding associated with each activity/use listed.
4. Complete the following FY 2003 Wagner-Peyser Performance Chart:

As was the case in FY 2002, in addition to Wagner-Peyser 90% and 10% resources each local area will also receive expanded Wagner-Peyser funding in FY 2003 for the provision of reemployment services to permanently separated Unemployment Insurance recipients who are non-mandatory participants in "Profiling" activities.

5. Please list and briefly describe any new services to be provided and/or any new uses (from those included in the Reemployment Services Program Plan submitted separately for the FY 2002 allocation) that are planned for the Wagner-Peyser Reemployment Services allocation for FY 2003. If new staff are to be hired with any portion of the FY 2003 allocation please provide a job description for each position. If no changes are planned, indicate such as your response.



**WAGNER-PEYSER PERFORMANCE CHART**  
**FISCAL YEAR 2003**  
**(Year Three of Five Year Plan)**

Performance Category	Planned FY 2003 Activity
Total Wagner-Peyser Job Seeker Customers Served	
Total Wagner-Peyser Customers who entered employment (meets MOSES definition of "Hired" or "Obtained Employment")	
Total Veteran Customers Served	
Total Permanently Separated, Non-profiled Claimants Served	
Total Business Customers Served	

## ❖ ASSURANCES

Pursuant to the requirement at §121(c)(B) of the Workforce Investment Act, this section delineates specific assurances with regard to the performance of workforce investment related activities provided in conjunction with the local Wagner-Peyser allocation. By signing this Memorandum of Understanding, the parties certify that:

### **Universal Access:**

The Board assures that the local one-stop system [as described in Part 662.100 (b) of the Workforce Investment Act, and §7 (e) of the Wagner-Peyser Act, as amended; and in accordance with all relevant state policies and procedures] will provide universal access to all Wagner-Peyser funded labor exchange services. The Board also assures that core and applicable intensive services, including staff-assisted labor exchange services, will be provided in at least one physical center in the local area.

### **Reporting:**

The Board assures that the local one-stop system (in accordance with all relevant state policies and procedures) will collect data on customer characteristics, service/activity participation, and outcomes consistent with the requirements of the Massachusetts One Stop Employment System (MOSES) so as to ensure the integrity of all federal and state reporting requirements.

### **Alien Labor Certification – Agricultural:**

The Board assures that the local one-stop system (in accordance with all relevant state policies and procedures, and as required under provisions for the equitable delivery of labor exchange services at 20 CFR Parts 651, 653 and 658) will: identify Migrant and Seasonal Farm Worker (MSFWs) customers; refer such identified customers to appropriate job openings, training opportunities and any other workforce investment services as needed; conduct appropriate follow-up with employers and other applicable service providers; and report all relevant activities through MOSES.

### **Alien Labor Certification – Non-Agricultural:**

The board assures that the local one-stop system (in accordance with all relevant state policies and procedures, and consistent with provisions for the hiring of non-U.S. workers at 20 CFR Part 656) will assist job seekers to comply with the requirement of forwarding two resumes to the DET Special Programs/Alien Labor Certification unit for consideration of their qualifications with regard to a specified employer job order. There are no reporting requirements applicable to local one-stop service providers with regard to this section.

### **Work Opportunity Tax Credit (WOTC)/Welfare-to-Work (W-t-W) Tax Credit:**

The board assures that the local one-stop system (in accordance with all relevant state policies and procedures) will: determine eligibility of interested customers as members of targeted groups; and assist interested customers to complete related documentation

including IRS Form 8850 Work Opportunity Credit Pre-screening Notice and Certification Request, and DOL Form ETA-9062 Conditional Certification. Issuance of final certifications will remain a central administrative responsibility of DET. There are no reporting requirements applicable to local one-stop service providers with regard to this section.

### **General Quality Assurance:**

The board assures the local one-stop system will carry out all activities relevant to the provision of labor exchange services under the Wagner-Peyser Act, as Amended, in accordance with all federal/state policies and procedures. The board also assures this local Memorandum of Understanding (MOU) which must be included as part of the local plan required at § 118(b)(2)(B) of the Workforce Investment Act, has been developed in concert with the DET Area Director (or other DET designee). The board further assures that a schedule for the monitoring of local one-stop activities associated with the delivery of labor exchange services, provided on the basis of the local allocation of Wagner-Peyser funds, will be developed and agreed upon in concert with the DET Employment Service Policy and Systems (ESPS) Department. Additionally, the board assures that DET shall have full access to all one-stop career center staff, records, systems, data, books, accounts, correspondence and other documentation necessary to carry out its program evaluation responsibilities as authorized under Section 7(a)(3)(A) of the Wagner-Peyser Act, as Amended, related to local provision of program services described in this MOU. The board also agrees that DET, in order to effectively carry out its responsibilities, may conduct on-site evaluation activity that is either with, or without, advance notice. The board also assures that local staff training relevant to the delivery of labor exchange services will be developed and agreed upon in concert with DET's ESPS Department .

### **Equal Opportunity/Affirmative Action Compliance**

The board assures that the local one-stop system (in accordance with the federal requirements at 29CFR, Part 34 and all relevant state policies and procedures) will operate a formal complaint system as described at 20CFR §658.400-658.500 with regard to the execution and/or results of labor exchange services and activities provided under the Wagner-Peyser Act as amended. The board also assures that the local one-stop system will appoint an Equal Opportunity Officer to ensure compliance with the regulatory requirements cited above.

## ❖ RESOURCE SHARING SUMMARY

Required partners of the OSCC delivery system are required to provide proportional support to the operation of the OSCC. Please provide the following Wagner-Peyser summary information in addition to completing the MOU Budget form:

1. Indicate the number and position titles of Wagner-Peyser staff in your area: Total:           **Positions**

Total Number by Position Title:

Position Title: _____	<u>          <b>Positions</b>          </u>
Position Title: _____	<u>          <b>Positions</b>          </u>
Position Title: _____	<u>          <b>Positions</b>          </u>
Position Title: _____	<u>          <b>Positions</b>          </u>
Position Title: _____	<u>          <b>Positions</b>          </u>

2. The total Personnel Services contribution to the OSCC for staff identified above: \$ \_\_\_\_\_
3. The total Non-Personnel Services cost contribution: \$ \_\_\_\_\_
4. The total Premises cost contribution: \$ \_\_\_\_\_
5. Total of other contributions (if applicable): \$ \_\_\_\_\_

**TOTAL FY 2003 WAGNER-PEYSER CONTRIBUTION:** \$ \_\_\_\_\_

## **SECTION B**

### **UNEMPLOYMENT INSURANCE**

#### **❖ BACKGROUND**

This agreement, as required by Section 121 (c) (2) of the Act, specifies the services to be provided through the one-stop delivery system; how the costs of these services and operating costs of the system will be funded; methods of referral of individuals between the one-stop operator and the partner for appropriate services and activities; and the duration of this agreement and procedures for amending this agreement.

#### **❖ NARRATIVE**

In developing your local Unemployment Insurance MOU, based upon the requirements referenced above, please provide (to the fullest extent possible) the following information:

1. Describe any changes regarding how employment and training related services will be provided to UI claimants in FY 2003. If no changes are planned, indicate such as your response.
2. Describe any changes/enhancements regarding the coordination between UI program services and Rapid Response activities. If no changes are planned, indicate such as your response.
3. Describe any planned strategies to improve communication between the local UI Telephone Claim Center (UITCC) and the One-Stop Career Center(s). If no changes are planned, indicate such as your response.

#### **❖ ASSURANCES**

In accordance with Section 121 (c) (2) (B) of the Workforce Investment Act, this section delineates the specific assurances with regard to the performance of workforce investment related activities provided in conjunction with the Unemployment Insurance program. By signing this agreement the parties are certifying that they adhere to these assurances.

##### **Universal Access**

The LWIB assures that the local one-stop system will provide universal access to all Unemployment Insurance programs and services.

## **Reporting**

The LWIB assures that the operators of the local one-stop career centers will participate in the Worker Profiling and Reemployment Services program for designated UI claimants. The LWIB further assures that the local one-stop operators will collect data on profiled claimant service/activity participation, outcomes and results, including conformance with the Worksearch Plan activities, through the Massachusetts One Stop Employment System (MOSES).

## **Section 30/TAA/NAFTA**

The LWIB assures that the operators of the local one-stop career centers will provide timely and appropriate services for any claimant wishing to apply for benefits under either Section 30 of the Massachusetts UI program or the TAA/NAFTA programs and conform to the regulations controlling these programs.

## **Access to UI Information**

The LWIB assures that the operators of the local one-stop career centers and other one-stop partners, as appropriate, will use any information received from the UI system about claimants solely for the purpose of providing reemployment services to UI claimants. The LWIB further assures that all information on UI claimants received by the one-stop partners will be used in a manner that is consistent with state and federal confidentiality statutes.

## **Integration**

The LWIB assures that the one-stop delivery system will fully integrate the Unemployment Insurance program into the full range of available career development services.

## **Monitoring/Evaluation**

The board assures that a schedule for the monitoring of local one-stop activities associated with the delivery of services to Unemployment Insurance customers will be developed and agreed upon in concert with the DET Employment Service Policy and Systems (ESPS) Department. Additionally, the board assures that DET shall have full access to all one-stop career center staff, records, systems, data, books, accounts, correspondence and other documentation necessary to carry out its program evaluation responsibilities as authorized under Section 7(a)(3)(A) of the Wagner-Peyser Act, as Amended, related to local provision of program services described in this MOU. The board also agrees that DET, in order to effectively carry out its responsibilities, may conduct on-site evaluation activity that is either with, or without, advance notice.

## ❖ RESOURCE SHARING SUMMARY

Required partners of the OSCC delivery system are required to provide proportional support to the operation of the OSCC. Please provide the following UI resource information in addition to completing the MOU Budget:

1. Indicate the number of UI funded FTEs that will provide services in your area:

\_\_\_\_\_ **FTEs**

2. The total Personnel Services cost contribution to the OSCC:

\$ \_\_\_\_\_

3. The total Non-Personnel Service cost contribution:

\$ \_\_\_\_\_

4. The total Premises cost contribution:

\$ \_\_\_\_\_

5. Total of other contributions (if applicable):

\$ \_\_\_\_\_

### **TOTAL FY 2003 UNEMPLOYMENT INSURANCE CONTRIBUTION:**

\$ \_\_\_\_\_

## **SECTION C**

### **SERVICES TO VETERANS**

#### **❖ BACKGROUND**

This agreement specifies the provision of services to veterans, the roles and responsibilities of the Workforce Investment Act of 1998 (WIA) service providers, and the integration of Disabled Veteran Outreach Program (DVOP) specialists and Local Veteran Employment Representatives (LVERs) into one-stop delivery systems within Massachusetts. This agreement has been developed to assure coordination and avoid duplication of services. The agreement extends the historical preferential precedents for veterans and other eligible persons to the State Workforce Investment System. In administering veterans' service programs under Chapter 41 and 42 of Title 38 United States Code, the Massachusetts Division of Employment and Training (DET) will undertake the functions described in this Agreement. The parties to this document agree to maximize and resolve priority services to veterans. The DET and LWIB agree that the one-stop delivery system will integrate fully the multiple career development services provided to veterans. One-stop delivery system veteran customers will have access to the full array of services available within the system, empowered with customer choice and customized access to those services that satisfy their individual needs for career development. Access to the system will be provided universally to assure customers that there is no wrong door. In the provision of these services veteran's priority will be followed in accordance with Title 38, U.S. Code, Chapters 41 and Chapter IX, Code of Federal Regulations, codified at 20 CFR 1001.100 *et seq.*, and the provisions of the DVOP and LVER grants. The LVER and DVOP program will also facilitate veteran access to all WIA employment and training programs, as required by Section 112(b)(17)(B) of the Workforce Investment Act of 1998.

#### **❖ NARRATIVE**

In developing your local Veterans services MOU, based upon the requirements referenced above, please provide (to the fullest extent possible) the following information:

1. Describe any changes in LVER/DVOP assignments or outstation locations planned for FY 2003. If no changes are planned, indicate such as your response.
2. Describe any changes regarding how employment and training related services will be provided to veterans in FY 2003. If no changes are planned, indicate such as your response.
3. Describe any changes regarding how LVER/DVOP staff will be supervised/evaluated in FY 2003. If no changes are planned, indicate such as your response.



## ❖ ASSURANCES

The following outline reflects the elements of universality, customer choice, integration and performance which have been identified as key factors for the efficient functioning of one-stop delivery systems in the Workforce Investment system. These elements are applicable to all the program components and activities listed below and relative to priority services for veterans and other eligible persons.

### **A. INTAKE, ASSESSMENT and REGISTRATION**

#### **Universality:**

Veterans will be allowed to register at all locations at which registration is offered, using standardized data elements as prescribed by Federal guidelines through the MOSES system. Veteran needs will be assessed to determine the provision of core services, intensive services, and training services, as needed, in all one-stop delivery systems. If veterans' needs cannot be met at the point of intake, veterans will be referred promptly to the appropriate service provider. Access to LVER and DVOP staff will be provided through the one-stop delivery system, if requested by a veteran.

#### **Customer Choice:**

Veterans will be encouraged by one-stop delivery system staff to self-identify in order to establish their eligibility for priority services. Veterans will be provided the options to:

1. self-register for core services
  2. request assessment for intensive services; and/or
  3. request assessment for training services as appropriate to meet their needs.
- Veterans will be provided maximum access to America's Labor Market Information System (ALMIS) including both printed and electronic data.

#### **Integration:**

Qualified veterans will be provided priority in all services provided under the Wagner-Peyser Act at the point of intake and in assessment for all services.

#### **Performance:**

Performance will be measured by comparing needs of veterans as identified at the point of intake with the service provided at the point of exit. Measures of performance will be client-centered and outcome-oriented and will include timeliness of services provided.

### **B. MEDIATED and NON-MEDIATED SERVICES IN PLACEMENT, DEVELOPMENT OF JOBS and JOB TRAINING OPPORTUNITIES**

**Universality:**

Veteran one-stop delivery system customers assessed as being “job ready” will be provided with priority access to job information services, including all types of job referrals. In those instances where appropriate job listings are not available, veterans will be instructed in the use of self-directed job search techniques and technology. Veterans who are unsuccessful in accessing job opportunities will be identified and provided job development services.

**Customer Choice:**

Veterans will be provided with maximum access to labor market information. Services provided will be customer driven. Where available, veterans will be trained in the use of technology, Internet resources, and other career information delivery systems including ALMIS.

**Integration:**

DVOP and LVER staff will provide technical assistance and staff training to one-stop delivery system staff relative to programs, resources and the priority of services for veterans. LVER staff, as functional supervisors for veteran services, will make recommendations to one-stop delivery system operators for improvements in services to veterans. DVOP and LVER staff will, where feasible, provide direct services or assist one-stop delivery system staff in the provision of priority services for veterans under the Wagner-Peyser Act.

**Performance:**

The Division of Employment and Training will be responsible for assuring priority services for veterans leading to achievement of performance standards for veterans’ services within the one-stop delivery system. The LWIB acknowledges that it must attain the measures of performance for veterans’ services established through the Veteran’s Performance Indicators of Compliance (VPIC).

**B. OUTREACH/OUT-STATIONING OF LVER/DVOP STAFF****Universality:**

LVER and DVOP staff will provide outreach services to veterans at Service Delivery Points (SDPs) that have no LVER or DVOP assigned. DVOPS and LVERS will also conduct outreach to employers, community agencies, veterans’ organizations, etc. and share the information gained from these contacts to Service Delivery Point staff.

**Customer Choice:**

Veteran customers will be provided with options to obtain assistance at out-stationed site during scheduled outreach visits, at full service centers, or by electronic access from other points.

**Integration:**

LVER/DVOP staff assigned to OSCCs will be completely integrated into the operation of the Center.

**Performance:**

Measures of performance will include an annual assessment by the State VETS Director of all formal and informal agreements established to facilitate priority of services for veterans in one-stop delivery systems, including out-station and outreach sites.

**C. FEDERAL CONTRACTOR PROGRAM (FCP) and VETERANS' PREFERENCE for FEDERAL JOBS****Universality:**

Federal Contractor Program job information and listings of Federal jobs will be available at all One-Stop Career Centers through the MOSES system. LVER staff designated as Monitors for the workforce investment area will provide training to one-stop delivery system staff relative to the Federal Contractor Job Listing Program and Complaint systems as well as the Federal employment opportunities for veterans.

**Customer Choice:**

Veterans will be provided both printed and electronic Federal Contractor Program and Federal job information, including information relative to filing complaints with the State VETS Director. Federal Contractors and Federal Agencies will be provided with recruitment assistance in accordance with their obligation for Affirmative Action and veterans' preference requirements pursuant to 38 U.S.C., Chapter 42.

**Integration:**

The FCP and Federal job opening listings will be integrated into the MOSES system to assure that veteran customers, Federal Contractors and Federal Agencies have full access to job listings, qualified applicants and program information. Veterans will be provided information in the filing of complaints as necessary. LVER and DVOP staff will provide technical assistance and staff training to one-stop delivery system staff relative to Federal Contractor Programs.

**Performance:**

Performance will be measured by surveying customer satisfaction with FCP assistance provided by one-stop delivery system staff, and by evaluation of the quality and timeliness of services provided by LVER/DVOP staff.

## **D. CASE MANAGEMENT SERVICES FOR TARGETED VETERANS**

### **Universality:**

Case Management services for targeted veterans will be provided by LVER and DVOP staff and appropriate one-stop delivery system staff. Targeted veterans include; recently separated, disabled, veterans with a campaign badge, minority, female and any veterans with a barrier to employment. These Case Management services will parallel similar services provided for other customers within one-stop delivery systems.

### **Customer Choice:**

Case Management services for targeted veterans will be client focused and client driven. Targeted veterans will be provided choices based upon need and the resources available to meet those needs. When necessary and when appropriate, clients will be assisted in accessing resources outside the one-stop delivery systems.

### **Integration:**

Case Management services for veterans through the LVER and DVOP staff will include the resources of the one-stop delivery system and the Department of Veterans Affairs Vocational Rehabilitation & Counseling (VR&C) system.

The Veterans' Employment and Training Service (VETS) will define the procedures and services to be provided to targeted veteran clients who are case managed.

Case Management training at the National Veterans Training Institute (NVTI) will be requested for those one-stop delivery system staff, DVOP staff and LVER staff who will be providing case management services to veterans.

### **Performance:**

Measures of Performance will track veterans who have been referred to the one-stop delivery system for Case Management Services by the DVA. Measures of Performance will include the number of such veterans referred, the number of such veterans entered into case management, and the outcomes resulting from case management. Common definitions of data will be negotiated between VETS, the one-stop delivery system administrator and the DVA VR&C to insure standardized reporting of outcomes by each system.

## **E. ROLE AND RESPONSIBILITIES OF WAGNER PEYSER SERVICE PROVIDER MANAGEMENT AND STAFF IN THE PROVISION OF SERVICES TO VETERANS.**

### **Universality:**

Under the terms of this Memorandum of Understanding, LVER and DVOP staff can receive guidance from the one-stop delivery system operator. However, compensation, personnel actions and terms and conditions of employment, including performance appraisals and accountability of merit-staff employees will remain under the authority of the DET. LVERs assigned to one-stop systems will monitor and provide quarterly reports

to their one-stop delivery system operator on the universality of veteran services provided by one-stop delivery system staff and the access and receipt of these veteran services.

**Customer Choice:**

To assist customers to make an informed choice, one-stop delivery systems will provide information during the intake process that advises veterans of the advantages of registration to access special programs and services for veterans and the availability of special staff to discuss employment issues.

**Integration:**

One-stop delivery system operators will encourage and promote all programs participating in the Workforce Investment system to provide the maximum of employment and training opportunities to veterans.

**Performance:**

One-stop delivery system operators will be responsible for assuring priority services for veterans where Wagner-Peyser, LVER, DVOP or public employment service resources are used. Measures of Performance to be achieved for services to veterans are as stated on the locally developed Wagner-Peyser Performance Level Chart and through the fourteen (14) federally mandated standards contained in the Veteran's Performance Indicators of Compliance (VPIC).

**F.MONITORING/EVALUATION:**

The board assures that a schedule for the monitoring of local one-stop activities associated with the delivery of Veterans' services will be developed and agreed upon in concert with the DET Employment Service Policy and Systems (ESPS) Department. Additionally, the board assures that DET shall have full access to all one-stop career center staff, records, systems, data, books, accounts, correspondence and other documentation necessary to carry out its program evaluation responsibilities as authorized under Section 7(a)(3)(A) of the Wagner-Peyser Act, as Amended (and consistent with duties described in the "Special Grants Section" for Program Requirements for Local Veterans Employment Representatives section 10 of the Assurances for the Disabled Veterans' Outreach Program/Local Veterans' Employment Representative Grant), related to ensuring compliance of the local provision of program services for veterans described in this Section. The board also agrees that DET, in order to effectively carry out its responsibilities, may conduct on-site evaluation activity that is either with, or without, advance notice.

## ❖ RESOURCE SHARING SUMMARY

Required partners of the OSCC delivery system are required to provide proportional support to the operation of the OSCC. Please provide the following Veterans Services resource information in addition to completing the MOU Budget:

1. Indicate the number and type of Veterans FTEs for your area. Total Area FTEs:

                     **FTEs**

DVOP FTEs:                      **FTEs**

LVER FTEs:                      **FTEs**

2. The total Personnel Services cost contribution to the OSCC(s):

\$                     

3. The total Non-Personnel Services cost contribution:

\$                     

4. The total Veterans-related Premises cost contribution (paid with Wagner-Peyser funds):

\$                     

5. Total of other contribution (if applicable):

\$                     

### **TOTAL FY 2003 VETERANS SERVICES RELATED CONTRIBUTION:**

\$

## **SECTION D**

### **STATE APPROPRIATION**

There are currently no restrictions associated with the use of State appropriated funds for the One-Stop Career Centers. In this Section, please describe how the State appropriated funds will be used in support of One-Stop Career Center activities during Fiscal Year 2003. In your response, please indicate the level of cost associated with each specific use.

## **SECTION E**

### **RESERVED FOR EAS**



### **III. DURATION**

This Agreement shall be fully executed and effective as of the date of signature on this document. The Agreement shall be renewed July 1<sup>st</sup> of each subsequent year, unless an express written notice of an intent ***not*** to renew by all parties is submitted at least 30 days prior to July 1<sup>st</sup>. This Agreement may be amended or modified if agreed to by all parties.

### **IV. BUDGET**

### **V. PRINCIPAL SIGNATORIES**

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Local Workforce Investment Board Chair (or Designee)	Date
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Chief Elected Official (or Designee)	Date
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DET Area Director (or Designee)	Date
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DET Regional Director (or Designee)	Date
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